

# **PHILIPPINE BIDDING DOCUMENTS**

## **ONE (1) LOT – MULTI-YEAR CONTRACT FOR THE GIS-BASED METER READING, BILLING & COLLECTION AND SERVICE REQUESTS SYSTEM**

Government of the Republic of the Philippines



**July 2024  
Sixth Edition**

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# *Glossary of Acronyms, Terms, and Abbreviations*

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**Consulting Services** – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**CDA** - Cooperative Development Authority.

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

**DDP** – Refers to the quoted price of the Goods, which means “delivered duty paid.”

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

**Foreign-funded Procurement or Foreign-Assisted Project**– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** – Government Financial Institution.

**GOCC** – Government-owned and/or –controlled corporation.

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency

which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN** – United Nations.

***Section I. Invitation to Bid***



Republic of the Philippines

**TANAY WATER DISTRICT**

IFP Bldg., No. 41 F.T. Catapusan St., Tanay, Rizal

Tel Nos. 8654-4450 / 8654-0033: ogm.tanwd@gmail.com

**INVITATION TO BID**

1. The Tanay Water District, through the Bids and Awards Committee (BAC) –invites bidders to apply for eligibility and to bid for -

Procurement Project/ Brief Description	One (1) Lot – Multi-Year Contract for the GIS-Based Meter Reading, Billing & Collection and Service Requests System
Purchase Requisition No.	12188
Approved Budget for the Contract (ABC) for two (2) years	Six Million One Hundred Twenty Thousand Pesos (Php 6,120,000.00) inclusive of all applicable taxes and other charges  (Bids exceeding the above amounts shall be automatically rejected at bid opening, or during bid evaluation.)
Funding Source	TanWD 2024 Corporate Fund:  Approved Corporate Operating Budget of Administrative Services Division for two (2) years covered by a Multi-Year Contracting Authority. The budget for Year 2024 (1st year) is based on the Approved Annual Procurement Plan for Year 2024. The appropriation of funds shall be done annually.
Contract Duration	The Contract shall commence within 30 calendar days from receipt of Notice to Proceed and to end twenty-four (24) months after.

2. Bidders should have completed, within two (2) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from Tanay Water District and inspect the Bidding Documents at the address given below during Monday – Friday, **8:00 am to 5:00 pm except Holidays.**
5. A complete set of Bidding Documents may be acquired by interested Bidders from **July 12, 2024 to August 2, 2024 from Mondays to Fridays, 8:00 AM to 5:00 PM** from the given address, it may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of

the Procuring Entity provided however that only those who paid the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Ten Thousand Pesos (Php 10,000.00)** may join the bidding. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.

6. The **Tanay Water District** will hold a Pre-Bid Conference on **July 19, 2024 at 02:00 PM** at **Tanay Water District Conference Room**.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **August 2, 2024, 02:00 PM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **August 2, 2024, 02:00 PM** at the given address below and/or via Zoom. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **Tanay Water District** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

DIMITREI MATTHEW A. PIGUING  
BAC Secretariat  
Tanay Water District  
#41 F. T. Catapusan St., Tanay, Rizal  
[bacsec80@gmail.com](mailto:bacsec80@gmail.com) Telefax: 8654-3891  
Tel.No. 8654-4450 loc.109 / 110

12. You may visit the following websites:

For downloading of Bidding Documents: <http://www.tanaywaterdistrict.gov.ph/>

**July 12, 2024**

(Signed)  
**ENGR. ARMANDO H. BONGAT**  
BAC Chairperson



## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, **Tanay Water District** wishes to receive Bids for the **One (1) Lot – Multi-Year Contract for the GIS-Based Meter Reading, Billing & Collection and Service Requests System**, with identification number **Purchase Request No. 12188**.

The Procurement Project is composed of One (1) lot, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1 The Tanay Water District through the source of funding in the amount of Six Million One Hundred Twenty Thousand Pesos (Php 6,120,000.00), inclusive of all applicable taxes and other charges.

2.2 The source of funding is: APPROVED CORPORATE OPERATING BUDGET OF ADMINISTRATIVE SERVICES DIVISION FOR TWO (2) YEARS COVERED BY A MULTI-YEAR CONTRACTING AUTHORITY. THE BUDGET FOR YEAR 2024 (1ST YEAR) IS BASED ON THE APPROVED ANNUAL PROCUREMENT PLAN FOR YEAR 2024. THE APPROPRIATION OF FUNDS SHALL BE DONE ANNUALLY.

## 3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

## 5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to twenty-five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

## 7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that **Subcontracting is not allowed**.

- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **Tanay Water District Conference Room** and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

## 9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the

**IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed **within five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in e.

- b. For Goods offered from abroad:
  - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

### **13. Bid and Payment Currencies**

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in Philippine Pesos.

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **120 Calendar days**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking of Bids**

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

### **16. Deadline for Submission of Bids**

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

## 17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

## 18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

## **21. Signing of the Contract**

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

***Section III. Bid Data Sheet***



ITB Clause	
5.2	BIDDING IS RESTRICTED TO FILIPINO CITIZENS, SOLE PROPRIETORSHIP, PARTNERSHIP, CORPORATION, COOPERATIVE OR ORGANIZATIONS WITH AT LEAST SIXTY PERCENT (60%) INTEREST OR OUTSTANDING CAPITAL STOCK BELONGING TO CITIZENS OF THE PHILIPPINES, AND TO CITIZENS OR ORGANIZATIONS OF A COUNTRY THE LAWS OR REGULATIONS OF WHICH GRANT SIMILAR RIGHTS OR PRIVILEGES TO FILIPINO CITIZENS, PURSUANT TO REP. ACT. NO. 5183.
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. Cloud-Hosted Subscription GIS-Based Meter Reading, Billing &amp; Collection and Service Requests System in the Water District (WD) Setting</li> <li>b. Completed within Two (2) years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	No Sub-Contracting is allowed.
12	The prices of the Goods shall be quoted DDP, Tanay Water District, Tanay, Rizal.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <b>One Hundred Twenty Two Thousand Four Hundred Pesos (Php 122,400.00)</b> (2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>Three Hundred Six Thousand Pesos (Php 306,000.00)</b> (5% of ABC) if bid security is in Surety Bond.</li> </ul>
19.3	No further instruction
20.2	<p>To provide the following certifications and licenses/permits:</p> <ol style="list-style-type: none"> <li>1. ISO 9001-2015</li> <li>2. Software Licenses</li> </ol>
21.1	Post the required Performance Security and enter into contract with the Procuring Entity within ten (10) calendar days from receipt by the winning bidder of the Notice of Award.

## ***Section IV. General Conditions of Contract***

## 1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

## 2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

## 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

## 5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier**

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

## *Section V. Special Conditions of Contract*

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>[For Goods supplied from abroad, state:] “The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS.”</p> <p>[For Goods supplied from within the Philippines, state:] “The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <b>Mr, Emmanuel C. Catolos or his Authorized Representatives.</b></p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> <li>a. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>b. furnishing of calibration test results</li> </ul> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p>

**Packaging –**

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

- Name of Procuring Entity
- Name of Supplier
- Contract Description
- Final Destination
- Gross weight
- Any special lifting instructions
- Any special handling instructions
- Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

**Transportation –**

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>a. The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	The Service Provider shall submit a request for Progress Payment for Work Accomplished in accordance with the Project Work Plan.
4	In accordance with the Technical Requirements.
5.1	Warranty period shall be within the duration of the Contract.



## ***Section VI. Schedule of Requirements***





Item Number	Description	Quantity	Total	Delivered, Days/Weeks/Months
1	GIS-BASED METER READING, BILLING & COLLECTION AND SERVICE REQUESTS SYSTEM	1 LOT	Php 6,120,000.00	GIS – 30 Calendar days from receipt of NTP GIS-based billing system – 12 Months from receipt of NTP NOTE: 1. Penalties / Liquidated damages will be imposed for delayed deliveries relative to RA9184 Guidelines.

## ***Section VII. Technical Specifications***

Item	Specification	Statement of Compliance
1	ONE (1) LOT – MULTI-YEAR CONTRACT FOR THE GIS-BASED METER READING, BILLING & COLLECTION AND SERVICE REQUESTS SYSTEM	<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>

## TERMS OF REFERENCE

### I. BACKGROUND/RATIONALE

<b>Project Title</b>	<b>PROJECT PROPOSAL FOR THE PROCUREMENT OF SERVICES FOR THE DEVELOPMENT OF TANAY WATER DISTRICT CLOUD HOSTED SUBSCRIPTION BASED GEOGRAPHIC INFORMATION SYSTEMS (GIS) AND GIS-BASED METER READING, BILLING &amp; COLLECTION AND SERVICE REQUESTS</b>
<b>Identifying Information</b>	
<b>Project Location</b>	Tanay Water District, Main and Sub Offices
<b>Target Implementation Period (Month &amp; Year)</b>	October 2024
<b>ABC</b>	Six Million One Hundred Twenty Thousand Pesos (Php 6,120,000.00) for two (2) years
<b>Fund Sources</b>	TanWD 2024 Corporate Fund:  Approved Corporate Operating Budget of Administrative Services Division for two (2) years covered by a Multi-Year Contracting Authority. The budget for Year 2024 (1st year) is based on the Approved Annual Procurement Plan for Year 2024. The appropriation of funds shall be done annually.
<b>Counterpart Fund from External Source</b>	N/A

“Digitalization is the call of today, not the call of the future, but of the present. It is here. It is needed, and it is needed today. Government must fully embrace digitalization to provide better service to the people, through its vital frontline services and its back-end functions,” President Ferdinand Marcos, Jr. said during his second State of the Nation Address (SONA) on July 2023 at the Batasan Pambansa Complex in Quezon City.

“Digitalization will support the government’s data-driven, science-based planning and decision-making. It is the greatest and most powerful tool, not just to improve ease of doing business, but also against many forms of graft and corruption,” President Marcos added.

It is on this premise that Tanay Water District (TanWD) anchors its plan to purchase a GIS-based billing and collection system. With such a modern tool at its disposal, TanWD hopes that it will enhance its service delivery system not just in compliance with the President’s marching orders, but more importantly, in fulfillment of its mandate. But, why GIS?

According to a [LinkedIn article](#), GIS or Geographic Information Systems technology brings forth several critical benefits to end-users.

Firstly, a GIS-based billing and collection system offers enhanced spatial analysis, which uses “complex spatial data” integrated to “create dynamic visualizations that provide valuable insights into patterns, relationships, and trend.” For TanWD, it only means that a GIS-based billing and collection system will allow Managers and key

employees to quickly understand and visualize customers' geospatial data in real-time. It will also be effortless to spot patterns and trends concerning customer billing and collection with the readily-available geospatial information from a GIS-based system.

Secondly, this cutting-edge technology could greatly help TanWD's decisionmakers make better calls with the "accurate and up-to-date information" that such a system provides. Having geospatial data will allow the agency's key functionaries to weigh the potential impacts of their decisions on certain chunks of their customer base. Better decision-making anchored on updated and precise geospatial information will also result in better results, enhanced efficiency, and reduced operational costs.

Thirdly, a GIS-based billing and collection system, like the one used by the [Alaminos City Water District and other water utilities in the country](#), enhances resource mobilization and usage by "reducing contact errors and providing real-time data on water usage." This tool could also streamline the functionality of TanWD's field operations management, including GIS data collection and analysis, manual meter reading, billing, and reporting. With better use of resources and streamlined processes, customers will enjoy enhanced and on-time services.

Finally, TanWD expects to enjoy improved collaboration and communication with its stakeholders through a GIS-based billing and collection system. The fact that the system is fully digital means that concerned parties can access data and do collaborative activities from any location with internet connectivity. This means that the agency's billing and collection processes will be participatory, transparent, accurate, and immediate.

With TanWD's current IT system in place, achieving all these benefits is not possible, given its functional limitations from handling large chunks of data. We are speaking from experience, as we have encountered problems in the past where our current IT infrastructure had difficulty processing large data.

By slowly transitioning into a better digital technology such as GIS, the agency is optimistic that it can satisfy its loyal customers better than it is currently doing. TanWD deems it imperative to invest in digitalization to be more responsive to the needs of its client base and be abreast with the rapidly changing system of governance and service delivery in the civil service sector. With a GIS-based billing and collection system, we are confident that we'll be one step closer towards becoming a highly digital, leading water utility agency in Rizal Province.

## **b. OBJECTIVES**

The purpose of this project is to develop a cloud hosted web-based application and a GIS-based Meter Reading, Billing & Collection and Service Requests system to process geographic data that has been developed from a variety of sources and provide easy and multiple user access to information which can be seamlessly integrated with other applications of the Water District.

It also aims to take a big picture and long-term view to help in master planning, establishing asset registers, be compatible with industry standard systems and various other aspects related to sound management of a water system and high level of service delivery.



Specifically, it shall:

- Generate real time and reliable reports
- Address long-standing problem on Accounts Receivables
- Generate Real time online payment
- Increase productivity
- Ensure Safety of records
- Ensure Capability and reliability of the system with the increase of volume of transactions
- Service improvement;
- Greater accuracy of the data collected;
- Better user satisfaction; and
- Human resource efficiency
- Cost optimization
- Improved decision making

**c. SCOPE OF WORK:**

**A. Project Initiation and Kick-Off Meeting**

The purpose of Project Initiation is to begin to define the over-all parameters of a project and establish the appropriate project management and quality environment required to complete the project.

Task Objectives:

- Confirm project structure and guidelines
- Validate project plan and schedule
- Prepare for Project Kick-Off Meeting
- Conduct Project Kick-Off Meeting
- Validate and obtain agreement on scope
- Finalize District & Consultant team roles

**B. Technical Requirements**

A top objective of the district is to provide the essential services to ensure the safety, and wellbeing of the community, which it serves. This objective is achieved through the day-to-day activities performed by many individuals under the direction and guidance of the administrative office and policies adopted to guide decision-making.

***B.1 GIS-Based Cloud Hosted Meter Reading, Billing & Collection AND Service Requests Application Module Requirements***

At a minimum, the application should be capable of performing the following:

- Integration for On-Site Bill Payment.
- Access Billing Data in the Field for Completing Service Orders.
- Real-time Read & Bill Integration with Utility Billing & Customer Information Systems.
- Analyze Billing Data with GIS Mapping.

- User-friendly, Public Facing System to save customer time and streamlines back-office procedures.
- 24/7 Security with State-of-the-Art PCI Certified Solutions.
- Ability for a Utility Billing System to integrate with the GIS system, which provides access to customer usage, account status, and billing information in the mapping environment.
- Ability to point and click on meter assets to quickly and easily view information to help improve customer service and utilize heat maps to understand water usage and billing trends within the water distribution systems.
- Actual fieldmen
- Ability to generate reports for references of external and internal customers.
- Meter Reading
- Over the counter Bill Payments
- Online contactless collections (pay anywhere capability)
- Billing Adjustments (Includes BAM and staggered)
- Advance Payment
- Text Blast Features
- Other Fee Collections
- Discounts And Taxes
- Account History Inquiry and Information (Includes Service Requests History)
- Customer Account and Bill Inquiry
- Customer Ledger
- Real Time Integration with Service Orders
- Analyze Billing Data with GIS Mapping
- Backup Database
- Generates Up to Date Billing Reports

## ***B.2 Other Reportorial Requirements***

### **B.2.1 Asset Management System (Financial Aspect)**

- 2.1.1 Materials used and its cost in meter installation per customer;
- 2.1.2 Materials used and its cost in service installation/distribution line;
- 2.1.3. Change of water meter monitoring per customer

### **B.2.2 Reports**

- 2.2.1 Report on Monthly Consumption per Zone and per:
  - Residential
  - Government
  - Commercial/Industrial (Total)
    - Full Commercial
    - Commercial A
    - Commercial B
    - Commercial C
    - Commercial D
    - Bulk/Wholesale
- 2.2.2 Daily Billing & Collection Report per zone  
 Monthly Billing & Collection Report per zone  
 Separate Report for:
  - Water consumption
  - Environmental fee
  - Arrears

- Other Receivables (identified)
- Penalties
- Materials (fittings & sodium hypochlorite)
- Accounts Receivable-Customers (AR-C)
- Accounts Receivable- Others (ARO)
- Notes Receivable (NR)
- Notes Receivable (NR) - Desludging
- Adjustment on NR-ARO
- One-Stop-Shop Payment
- Senior Citizens Discount
- 50% Discount on Sr. Citizens' Establishment

2.2.3. Ageing of Accounts & Other Receivables

2.2.4 Report on manually encoded inventory cost by District

2.2.5 Compatible to BIR registered POS

2.2.6 Daily and Monthly Collection Report with Sales Invoice (SI) for BIR reporting

2.2.7 Limitation on Access

2.2.8 Audit Trail

2.2.9 Report shall be available for download on excel file.

### ***B.3 GIS Web Based Cloud Hosted GEOGRAPHIC INFORMATION SYSTEM***

The web-based GIS viewer online should provide the district with the tools, to visualize, analyze, and interpret spatial data for better decision-making, improved communications, and greater efficiency. It is also preferred that the software be developed using the later generation languages such as ReactJS and/or Node JS to enable faster access to the Internet. The software is to be loaded on the cloud.

At a minimum, the software should be capable of performing the following:

- Ability for non-GIS staff to use the system effectively with less than four hours of training.
- Provide access to interactive water atlas maps from staff desktops through web browser.
- Locate and view an area of interest anywhere within the water system service area.
- Provide secured access to only authorized users.
- Map updates are seamlessly delivered to system users without any lag time.
- Provide an extensible system that can be enhanced to provide broader functionality and adapt to future software and functionality enhancements.
- Enable direct integration with geographic data repositories, asset management information, linked image libraries, and other information associated with water system infrastructures.

The standard features to be provided should include:

- Pan, zoom in and zoom out, full extent.
- Layer Legend Display.
- Creation of Spatial Bookmark.
- Google Street View.
- Valve Isolation.
- Vicinity map that can be used to set the extent of main map, pan the main map, and display the current extent of the main map.

- Property Search. Search by parcel number, situs address, or owner name.
- Also, supports a wide variety of images.
- Intuitive Select Toolbar.
- Select multiple features in multiple themes.
- Find features within a specified distance, and generate mailing labels.
- Measure area and length.
- Display contents of the selected set in a table format.
- Print map with a title, scale, and neat line.
- Link any number of layers to unlimited number of external databases.
- Hyperlink scanned documents to features for easy retrieval.

#### **d. PROJECT COMPONENTS AND METHODOLOGY**

To realize the project objectives, the following shall be undertaken:

- A. GIS Component
- B. Billing and Collection System Component
- C. Service Order System Component

##### 1. Project Kick Off Meeting

The Service Provider will commence the project with a team kick-off meeting consisting of the Service Provider's project team and key staff from the District. The purpose of the meeting is to bring together team members from both organizations to review project documentation, discuss project goals and expectations, as well as the desired direction for the GIS program.

##### 2. Discovery (Water Operation/Finance)

- a. Review Municipality's documentation
- b. Review current workflow process
  - i. Water operations
  - ii. Finance
- c. Acquire current list of customer accounts (csv) file
- d. Acquire current list of billing rates.

##### 3. Design

- a. Workflow process (Water Operations/Finance)
- b. System Billing module configuration and requirements
- c. System Mobile configuration for billing module
- d. Data module requirements

##### 4. Development

- a. System Billing Module for Online/Mobile
- b. Billing module dashboard (UI) and database configuration
- c. Billing module in the System and Mobile
  - i. Interface with the GIS database
    - 1. Display water GIS feature classes (Layer)
    - 2. Configure UI dashboard
    - 3. Configure base map for optimal rendering performance
    - 4. Load customer account information relevant to billing module requirements

## 5. Deployment

- a. Deploy (Soft-Launch) billing module in System platform (Online/Mobile)
- b. Quality Assurance
  - i. Browser: Optimized for iOS
  - ii. Device:
    1. Mobile: iPad or compatible unit
  - iii. OS: Optimized for iPad or compatible unit
  - iv. Product simulation testing
- c. Go-live billing module deployment
- d. Provide areas with key deliverables:
  - i. Documentation
  - ii. Training/Technical Support
  - iii. System Billing module (subscription)

## e. PROJECT DURATION AND COST:

The GIS must commence within 30 calendar days from receipt of Notice to Proceed. The GIS-based Billing System will be completed within twelve (12) months from Notice to Proceed with parallel testing of one month. The data needs to be loaded and viewed on the cloud servers. In case of failure to deliver within the given period, Liquidated Damages (LD) shall be charged against the System provider, pursuant to Section 68 of RA 9184 or the Government Procurement Reform Act.

The contract price is Three Million Sixty Thousand Pesos only (Php3,060,000.00) per year and there shall be no increase on the contract price within five (5) years.

## f. PROJECT TERMS AND CONDITIONS:

- A. The District will need to enter into a Service Level Agreement (SLA) with the winning service provider.
- B. The Service Provider shall:
  1. Collect and review the existing water drawings, as well as all applicable information relevant to the water distribution system;
  2. Create map prints for pre-process redlining and knowledge discovery;
  3. Develop up-to-date base map using Google satellite imagery;
  4. Pre-load the map with the customer database provided by the District;
  5. Provide and license to TanWD all software required to access all the data hosted in the system;
  6. Provide enterprise level access to the District, with individual secure user ID's to authorized employees to have access to spatial datasets, property information, Google imagery, Google street view and custom modules through a user-friendly interface;
  7. Meet with the District for a review meeting and finalize methodology, procedures, rules, standards, and identify solutions to any outstanding issues during the redraw/conversion of data;
  8. Develop a comprehensive system design based on the gathered requirements, ensuring that it meets the district's needs;
  9. Regularly test the software components of the system to ensure optimum system performance;
  10. Implement the system within the water utility district's infrastructure, ensuring seamless integration with existing systems such as the GIS system and billing and collection system;

11. Provide training sessions for district staff on how to use and manage the system effectively, ensuring that they are equipped with the necessary knowledge and skills for successful implementation;
12. Offer ongoing technical support and maintenance services to address any issues that arise post-implementation, as well as to provide updates and enhancements to the system as needed;
13. Implements robust data management practices to ensure the security, integrity, and quality of the data within the system, including regular backups and data validation procedures
14. Oversee the project from start to finish, managing timelines, resources, and communication to ensure that the project is delivered on time and within budget.

C. The District shall:

1. Designate a counterpart support team who will work closely with the Service Provider representatives regarding technical and administrative requirements of the project including monitoring of various project activities;
2. Ensure availability and participation of staff in the trainings
3. Pay the project cost depending on the terms of payment agreed by both parties.

**g. PROJECT WORKPLAN**

**Please see attached PDF file for the initial project workplan**

ACTIVITIES/EXPECTED OUTPUT	MONTH 1			
	WK 1	WK 2	WK 3	WK 4

***Section VIII. Checklist of Technical and  
Financial Documents***

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

#### Technical Documents

- b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder

#### Financial Documents

- g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC) or a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
- h) Audited Financial Statement for the last two (2) years as received by the BIR

### *Class “B” Documents*

- i) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

## II. FINANCIAL COMPONENT ENVELOPE

- a) Original of duly signed and accomplished Financial Bid Form; **and**
- b) Original of duly signed and accomplished Price Schedule.

#### Other documentary requirements under RA No. 9184 (as applicable)

- c) *[For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- d) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity



## ***Section IX. Bid Forms***

# Bid Form for the Procurement of Goods

*[shall be submitted with the Bid]*

## BID FORM

Date : \_\_\_\_\_

Project Identification No. : \_\_\_\_\_

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

*[Insert this paragraph if Foreign-Assisted Project with the Development Partner:*

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of  
of agent Currency Commission or gratuity

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(if none, state "None") ]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

**For Goods Offered From Abroad**

Name of Bidder \_\_\_\_\_ Invitation to Bid<sup>1</sup> Number \_\_\_\_ Page \_\_\_\_ of \_\_\_\_\_

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

\_\_\_\_\_

*[signature]*

\_\_\_\_\_

*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

\_\_\_\_\_

<sup>1</sup> If ADB, JICA and WB funded projects, use IFB.

**For Goods Offered From the Philippines**

Name of Bidder \_\_\_\_\_ Invitation to Bid<sup>2</sup> Number \_ Page . of \_\_\_\_.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

\_\_\_\_\_  
<sup>2</sup> If ADB, JICA and WB funded projects, use IFB.

## **Bid Securing Declaration Form**

*[shall be submitted with the Bid if bidder opts to provide this form of bid security]*

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

### **BID SECURING DECLARATION** **Project Identification No.: *[Insert number]***

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

## Omnibus Sworn Statement

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

*[If a sole proprietorship:]* I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

*[If a partnership, corporation, cooperative, or joint venture:]* I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

*[If a sole proprietorship:]* As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

*[If a partnership, corporation, cooperative, or joint venture:]* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a partnership or cooperative:]* None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a corporation or joint venture:]* None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*  
Affiant

**Contract Agreement Form for the Procurement of Goods (Revised)**  
*[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]*

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**CONTRACT AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures in specified currency*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration for the sum of [*total contract price in words and figures*] or such other sums as may be ascertained, [*Named of the bidder*] agrees to [*state the object of the contract*] in accordance with his/her/its Bid.
4. The [*Name of the procuring entity*] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.



IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

*for:*

*for:*

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

*[Format shall be based on the latest Rules on Notarial Practice]*

